

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robertshaw Controls Company		02/15/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Winchester House, 1 Great Winchester Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Financial Institution:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76215085	HVACSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$40.00 76215085

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	02/28/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (1) Robertshaw Controls Company (the **Grantor**), a Delaware corporation whose registered address is located at P.O. Box 26544, 1701 Byrd Avenue, Richmond VA 23230, is the owner and user of the trademarks issued by the United States Patent and Trademark Office and/or the owner of the trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the **Trademarks**).
- (2) The Grantor has entered into:
 - (a) that certain Common Pledge and Security Agreement dated as of June 13, 2006 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) made between, amongst others, the Grantor and Deutsche Bank AG, London Branch, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks; and
 - (b) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor and Deutsche Bank AG, London Branch, as facility agent and security agent.
- (3) The parties to the Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Trademark Security Agreement have the meanings defined in the Pledge and Security Agreement (including by reference).

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Credit Agreement. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in all of the Grantor's right, title and interest in, to and under the following collateral of the Grantor (the **Trademark Collateral**):

- (a) the Trademarks; and

(b) all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks.

Section 3. Pledge and Security Agreement and Credit Agreement

This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and the Credit Agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Pledge and Security Agreement.

Section 4: Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 5. Counterparts

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 15 day of February, 2008.

Grantor

ROBERTSHAW CONTROLS COMPANY

By: 
Name: Timothy J. Dolan
Title: Vice President & Secretary

Security Agent

DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent for and on behalf of the Secured Creditors

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 15 day of February, 2008.

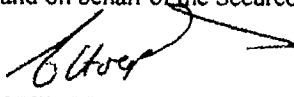
Grantor


ROBERTSHAW CONTROLS COMPANY

By: _____
Name:
Title:

Security Agent

DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent for and on behalf of the Secured Creditors

By: 
Name: C. HOEPE
Title: V.P.

By: 
Name: R. THAKURIA
Title: A.P.

SCHEDULE A
ROBERTSHAW CONTROLS COMPANY
TRADEMARKS

15437-03681 NY:3212379.2

TRADEMARK
REEL: 003728 FRAME: 0934

PART 2: INTRA-GROUP TRANSFER

TRADEMARKS

Item No.	Trade Mark	Serial No.	Registration Date	Priority Date	Country of Origin
1.	HVACSOURCE	573020 1092452	12 February 01	3 January 03 3 January 18	Canada
2.	SAVERSTAT	435706 725380	25 March 93	18 November 94 18 November 09	Canada
3.	HVASOURCE	25012559 76/215085	23 February 01	27 November 01 27 November 11	US

PATENTS

Item No.	Patent Title	Patent No.	Issue Date	Priority Date	Country of Origin
1.	Programmable Time Varying Control System and Method	07/001,915 4967382	9 January 87		US
2.	System For Controlling Ignition Sources When Flammable Gas Is	11/031392 7176805	6 January 05		US

System/Component	Patent Description	Publication Number	Priority Date	Issue Date	Country
	Sensed				
3.	System and Method For Reducing Energy Consumption By A Water Heater And Thermostat For Use Therewith	11/031255	N/A	06 January 05	US
4.	System and Method for Controlling Appliances and Thermostat for Use Therewith	708157.3	N/A	26 April 07	UK
5.	System and Method for controlling Appliances and Thermostat	11/412,399	N/A	27 April 06	US
6.	System and Method For Controlling Ignition Sources And Ventilating Systems During High Carbon Monoxide Conditions	11/031296	N/A	06 January 05	US
7.	Appliance Diagnostic Display Apparatus And Network Incorporating same	11/031087	7188002	6 January 05	US
8.	System And Method For Providing Controlled Illumination During Defected Hazardous	11/031574	N/A	06 January 05	US

Patent Number	Patent Title	Publication Number	Patent Number	Patent Title	Publication Number	Country
	Conditions					
9.	System And Method For Remotely Controlling Low Battery Warnings for smoke detectors and the like	11/031573	7265678		6 January 05	US
10.	Hazardous Condition Detection System and Method and Thermostat	11/031,237	7135965		6 January 05	US
11.	Humidity Control Algorithm	11/743821	N/A		03 May 07	US
12.	Chime Cover	D/022,082	D355143		29 April 94	US
13.	Security Lighting System	3625/1997	N/A		07 February 97	Japan
14.	Thermostat With Remote Temperature Sensors And Incorporating A Measured Temperature Feature For Averaging Ambient Temperatures At Selected Sensors	2229096	2229096		09 February 98	Canada
15.	Security Lighting Fixture	29/071124	D392065		21 May 97	US

6	Th stat emo	199801 8	84632	29 January 98	21 August 98	Canada
7	Mercury Vapor S Light Fixture [re d]	1997- 0262	85 054	February 97	April 97	Canada
8	Mercury Vapor S Light Fixture [re d]	19970 266	85 056	February 97	April 97	Canada